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Attorneys for Defendants  
Christian Brothers High School, Inc.  
and Lorcan Barnes

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

CHRISTOPHER ORR,

Plaintiff,

vs.

CHRISTIAN BROTHERS HIGH SCHOOL,  
INC.; a California corporation;  
LORCAN BARNES, an individual; and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2:20-cv-00177-JAM-CKD

**STIPULATION FOR PROTECTIVE ORDER**

Complaint Filed: January 23, 2020

Before The Honorable John A. Mendez

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1 The parties—Plaintiff CHRISTOPHER ORR (“Plaintiff”) and Defendants  
2 CHRISTIAN BROTHERS HIGH SCHOOL, INC. and LORCAN BARNES individually—by  
3 and through their respective attorneys of record, hereby stipulate for the purpose  
4 of jointly requesting that the honorable Court enter a protective order regarding  
5 confidential documents in this matter (and pursuant to Fed. R. Civ. P. 5.2, 7, and 26  
6 as well as U.S. Dist. Ct., Eastern District Local Rules 141, 141.1, 143, and 251) as  
7 follows:

8 **1. PURPOSES AND LIMITATIONS**

9 Disclosure and discovery activity in this action are likely to involve production  
10 of confidential, proprietary, or private information for which special protection  
11 from public disclosure and from use for any purpose other than prosecuting this  
12 litigation may be warranted. Accordingly, the parties hereby stipulate to and  
13 petition the court to enter the following Stipulated Protective Order. The parties  
14 acknowledge that this Order does not confer blanket protections on all disclosures  
15 or responses to discovery and that the protection it affords from public disclosure  
16 and use extends only to the limited information or items that are entitled to  
17 confidential treatment under the applicable legal principles. The parties further  
18 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
19 Order does not entitle them to file confidential information under seal; Eastern  
20 District Local Rule 141 sets forth the procedures that must be followed and the  
21 standards that will be applied when a party seeks permission from the court to file  
22 material under seal.

23 **2. DEFINITIONS**

24 2.1 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how  
27 it is generated, stored or maintained) or tangible things that qualify for protection  
28 under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

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2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.10 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support

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services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

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2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be

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1 deemed to be the later of (1) dismissal of all claims and defenses in this action,  
2 with or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
4 including the time limits for filing any motions or applications for extension of time  
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under  
9 this Order must take care to limit any such designation to specific material that  
10 qualifies under the appropriate standards. The Designating Party must designate  
11 for protection only those parts of material, documents, items, or oral or written  
12 communications that qualify – so that other portions of the material, documents,  
13 items, or communications for which protection is not warranted are not swept  
14 unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations  
16 that are shown to be clearly unjustified or that have been made for an improper  
17 purpose (e.g., to unnecessarily encumber or retard the case development process  
18 or to impose unnecessary expenses and burdens on other parties) expose the  
19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it  
21 designated for protection do not qualify for protection that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the mistaken designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in  
24 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
25 that qualifies for protection under this Order must be clearly so designated before  
26 the material is disclosed or produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items (including but not limited to information produced on disc or electronic data storage device), that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive  
2 the Designating Party's right to secure protection under this Order for such  
3 material. Upon timely correction of a designation, the Receiving Party must make  
4 reasonable efforts to assure that the material is treated in accordance with the  
5 provisions of this Order.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time. Unless a prompt challenge to a  
9 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
10 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
11 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
12 designation by electing not to mount a challenge promptly after the original  
13 designation is disclosed.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process by providing written notice of each designation it is challenging  
16 and describing the basis for each challenge. To avoid ambiguity as to whether a  
17 challenge has been made, the written notice must recite that the challenge to  
18 confidentiality is being made in accordance with this specific paragraph of the  
19 Protective Order. The parties shall attempt to resolve each challenge in good faith  
20 and must begin the process by conferring directly (in voice to voice dialogue;  
21 other forms of communication are not sufficient) within 14 days of the date of  
22 service of notice. In conferring, the Challenging Party must explain the basis for its  
23 belief that the confidentiality designation was not proper and must give the  
24 Designating Party an opportunity to review the designated material, to reconsider  
25 the circumstances, and, if no change in designation is offered, to explain the basis  
26 for the chosen designation. A Challenging Party may proceed to the next stage of  
27 the challenge process only if it has engaged in this meet and confer process first or  
28 establishes that the Designating Party is unwilling to participate in the meet and

1 confer process in a timely manner.

2       6.3    Judicial Intervention. If the Parties cannot resolve a challenge without  
3 court intervention, the Challenging Party shall file and serve a motion to remove  
4 confidentiality under Eastern District Local Rule 230 and 251 (and in compliance  
5 with Eastern District Local Rule 141 and 141.1, if applicable) within 21 days of the  
6 initial notice of challenge or within 14 days of the parties agreeing that the meet  
7 and confer process will not resolve their dispute, whichever is earlier. Each such  
8 motion must be accompanied by a competent declaration affirming that the  
9 movant has complied with the meet and confer requirements imposed in the  
10 preceding paragraph. Failure by the Designating Party to make such a motion  
11 including the required declaration within 21 days (or 14 days, if applicable) shall  
12 automatically waive the confidentiality designation for each challenged  
13 designation. In addition, the Challenging Party may file a motion challenging a  
14 confidentiality designation at any time if there is good cause for doing so,  
15 including a challenge to the designation of a deposition transcript or any portions  
16 thereof. Any motion brought pursuant to this provision must be accompanied by a  
17 competent declaration affirming that the movant has complied with the meet  
18 and confer requirements imposed by the preceding paragraph.

19       The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges, and those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
22 may expose the Challenging Party to sanctions. Unless the Designating Party has  
23 waived the confidentiality designation by failing to file a motion to retain  
24 confidentiality as described above, all parties shall continue to afford the material  
25 in question the level of protection to which it is entitled under the Producing Party's  
26 designation until the court rules on the challenge.

27   **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

28       7.1    Basic Principles. A Receiving Party may use Protected Material that is

disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the

“Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
 2 protection in that court of its confidential material – and nothing in these provisions  
 3 should be construed as authorizing or encouraging a Receiving Party in this action  
 4 to disobey a lawful directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**  
 6 **LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a  
 8 Non-Party in this action and designated as "CONFIDENTIAL." Such information  
 9 produced by Non-Parties in connection with this litigation is protected by the  
 10 remedies and relief provided by this Order. Nothing in these provisions should be  
 11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
 13 produce a Non-Party's confidential information in its possession, and the Party is  
 14 subject to an agreement with the Non-Party not to produce the Non-Party's  
 15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-  
 17 Party that some or all of the information requested is subject to a confidentiality  
 18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
 20 Protective Order in this litigation, the relevant discovery request(s), and a  
 21 reasonably specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
 23 Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this  
 25 court within 14 days of receiving the notice and accompanying information, the  
 26 Receiving Party may produce the Non-Party's confidential information responsive  
 27 to the discovery request. If the Non-Party timely seeks a protective order, the  
 28 Receiving Party shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a  
2 determination by the court. Absent a court order to the contrary, the Non-Party  
3 shall bear the burden and expense of seeking protection in this court of its  
4 Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has  
7 disclosed Protected Material to any person or in any circumstance not authorized  
8 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
9 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
10 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
11 the person or persons to whom unauthorized disclosures were made of all the  
12 terms of this Order, and (d) request such person or persons to execute the  
13 "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
14 Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
16 **MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other  
19 protection, the obligations of the Receiving Parties are those set forth in Federal  
20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
21 whatever procedure may be established in an e-discovery order that provides for  
22 production without prior privilege review. Pursuant to Federal Rule of Evidence  
23 502(d) and (e), insofar as the parties reach an agreement on the effect of  
24 disclosure of a communication or information covered by the attorney-client  
25 privilege or work product protection, the parties may incorporate their agreement  
26 in the stipulated protective order submitted to the court.

27 **12. MISCELLANEOUS**

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in  
5 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
6 any ground to use in evidence of any of the material covered by this Protective  
7 Order.

8 12.3 Filing Protected Material. Without written permission from the  
9 Designating Party or a court order secured after appropriate notice to all  
10 interested persons, a Party may not file in the public record in this action any  
11 Protected Material. A Party that seeks to file under seal any Protected Material  
12 must comply with Eastern District Local Rule 141 and/or 141.1, to the extent  
13 applicable. Protected Material may only be filed under seal pursuant to a court  
14 order authorizing the sealing of the specific Protected Material at issue.

15 12.4 A Receiving Party shall not publish, release, post, or disseminate  
16 Protected Material to any persons except those specifically delineated and  
17 authorized by this Stipulation and Order (see section 7, supra); nor shall a Receiving  
18 Party publish, release, leak, post, or disseminate Protected Material/Confidential  
19 Documents to any news media, member of the press, website, or public forum  
20 (except as permitted under section 12.3 regarding filings with the court in this  
21 action and under seal).

22 **13. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in  
24 paragraph 4, each Receiving Party must return all Protected Material to the  
25 Producing Party or destroy such material. As used in this subdivision, "all Protected  
26 Material" includes all copies, abstracts, compilations, summaries, and any other  
27 format reproducing or capturing any of the Protected Material. Whether the  
28 Protected Material is returned or destroyed, the Receiving Party must submit a

written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

Dated: July 13, 2020

LAW OFFICES OF JOHNNY L. GRIFFIN, III

By: /s/ Manalo Olaso  
Manalo Olaso  
Attorneys for Plaintiff,  
Christopher Orr

Dated: July 13, 2020

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By: /s/ Ryan E. Abernethy  
Ryan E. Abernethy  
Attorneys for Defendants,  
Christian Brothers High School, Inc. and  
Lorcan Barnes

PURSUANT TO STIPULATION, IT IS SO ORDERED

Dated: July 13, 2020

/s/ John A. Mendez +  
United States District Court Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Eastern District of California on [date] in the case  
of CHRISTOPHER ORR v. CHRISTIAN BROTHERS HIGH SCHOOL, INC., et al. (Case No.  
2:20-CV-00177-TLN-CKD). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Eastern District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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